

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION (JOFOC)
(In accordance with Federal Acquisition Regulation (FAR) 6.3 – Other than Full and Open Competition)

- 1. This document is a justification for other than full and open competition prepared by NASA's Goddard Space Flight Center (NASA's GSFC):**

NASA's GSFC proposes to award a bridge cost reimbursement contract to the Raytheon Company for the continuation of services currently provided under the Earth Observing System Data and Information System (EOSDIS) Maintenance and Development (EMD) contract, NAS5-03098. This document justifies the determination for using other than full and open competition.

- 2. The nature and/or description of the action being approved:**

NASA's GSFC proposes to award a bridge contract to Raytheon, for continuity of services, while a competitive acquisition is being processed. This bridge contract will be a cost plus award fee, indefinite delivery/indefinite quantity type, with an 18-month ordering period. Contract number NAS5-03098 was awarded competitively to Raytheon on May 22, 2003, to provide services for the EOSDIS EMD project. The current task orders under this contract expire on May 22, 2009. The competitive acquisition in process for renewal of these services is expected to be awarded no earlier than March 2010, with a 3-month transition period.

It is anticipated that, if the re-compete stays close to schedule, the full 18 months or the full estimated value may not be expended. At the time of the bridge contract award, the task orders will be awarded for a 12-month period. This flexibility is needed because it is critical that there not be a break in the required services if the re-compete is delayed, or a protest is received.

- 3. Description of the supplies and services required, including an estimated value:**

This bridge contract provides for maintenance and development of selected software and hardware systems that provide science data management for NASA's Earth Science Enterprise (ESE). The initial task scope is for software and hardware systems comprising the EOSDIS Core System Science Data Processing System, a key product that is the focus of this contract.

In the performance of this contract, the EMD contractor is required to coordinate and integrate task related activities with the EOSDIS project, the Distributed Active Archive Centers (DAACs), the science investigator teams, the user community, the Independent Validation & Verification (IV&V) contractor, as well as other Earth Observing System (EOS) contractors. The contractor shall improve the reliability, availability, functionality, operability, and performance of the Science Data Processing System within the EOSDIS while reducing operational and maintenance costs. The contractor may be tasked to:

- Provide corrective maintenance of the EOSDIS custom and Commercial Off The Shelf (COTS) software in a timely manner.
- Provide preventive and corrective maintenance of EOSDIS hardware components consistent with the operational availability needs of DAACs and science users.
- Provide hardware and software adaptive maintenance to sustain EOSDIS systems.
- Provide hardware and software perfective enhancements to implement new requirements.
- Provide corrective, adaptive, and perfective maintenance to lower the overall cost of maintenance and operations of EOSDIS.
- Conduct engineering studies directed by the Government. These studies may include system analysis, planning, and recommendations in support of the Strategic Evolution of ESE Data Systems vision.

The services Raytheon will provide under the bridge contract are a continuation of the services under the existing contract. This bridge contract will allow for continued performance on current task orders and new work until the new contract is awarded.

The maximum ordering value of this procurement is \$48M.

4. Statutory authority permitting other than full and open competition:

The statutory authority for this JOFOC is 10 U.S.C. 2304 (c) (1), only one responsible source. FAR 6.302-1(a)(2)(iii) provides that full and open competition need not be provided for when, in the case of follow-on contracts for the continued provision of services, award to any other source would result in substantial duplication of cost and unacceptable delays in fulfilling the Agency's requirements.

5. A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited:

The transition from the current EMD contract to the planned renewal follow-on EOSDIS Evolution and Development (EED) contract, or to a bridge contractor, is a significant activity

[REDACTED]. Transition activities include the transfer of Government property consisting of more than 4,500 items with an estimated value of greater than \$44M. A subset of the equipment constitutes the engineering development facility used by the contractor to develop and test the software. The engineering development equipment must be housed in a climate controlled computer facility provided by the performing contractor and located at the contractor's facility. The transition activity also includes the outfitting of this computer facility.

The total EOSDIS Core System (ECS) and Earth Observing System Clearing House software to be maintained is approximately 1.2 million source lines of code. In addition, there are multiple integrated COTS software products and scripts, which need to be fully maintained.

[REDACTED]

[REDACTED] The transition of responsibilities to other than the incumbent contractor for the bridge contract period necessarily requires the training of a large staff. Additionally, the bridge contractor needs to develop and/or provide configuration management and other specialty tools necessary to maintain a large complex system.

In summary, the ECS is one the world's largest archives of Earth science data. The ECS must be available 24 hours a day, 7 days a week. The sustaining engineering contractor is required to have the capability to evolve and sustain a large, complex custom software system, integrate and test new software without impact to ongoing operations, maintain a large suite of multi-vendor hardware products within specified maximum downtime, and analyze and implement complex technology refresh programs without impact to ongoing operations.

[REDACTED]

Raytheon Company is the incumbent EMD contractor. As the incumbent contractor, Raytheon is the only contractor which possesses the significant and immediate skills necessary to perform under this contract without any interruption or degradation of services.

[REDACTED]

If the bridge contract is awarded to a contractor other than the incumbent, there would be a 3-month transition period. Within the 18-month bridge contract ordering period, the follow-on EED contract will be awarded and necessitate yet another transition to the follow-on contractor. The potential of having 3 different contractor teams over the bridge period is considered an extremely risky situation for which there is no realistic mitigation, and significantly increases the costs to the Government.

Raytheon is the only company with the capability of providing the technical support without a reduction in services. The transition time for a new interim contractor to become minimally experienced, functional, and able to meet the Government requirements will result in unacceptable delays and costs.

6. Description of the efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was or will be publicized as required by FAR 5.202:

In accordance with FAR subpart 5.2, a synopsis was published on NASA's Acquisition Internet Service (NAIS) on December 24, 2008, for a minimum of 15 days, to notify interested sources that this requirement will be issued on a sole source basis. Industry was given an opportunity to submit a response.

7. A determination by the contracting officer (CO) that the anticipated cost to the Government will be fair and reasonable:

By signature on this document, the CO determines that the anticipated cost to the Government will be fair and reasonable. Raytheon will be required to submit a proposal to be evaluated and negotiated by the Government in accordance with FAR Part 15.4, Contract Pricing. The proposal will contain sufficient information to determine reasonableness of the cost. In addition, rates and hours will be reviewed for reasonableness when each task is renewed as is the practice with the current contract.

8. Description of the market research conducted, and the results, or a statement of the reasons market research was not conducted:

A synopsis was published on NAIS and Federal Business Opportunities in order to inform potential sources of NASA's intent to award this bridge contract to Raytheon and provide them with the opportunity to be considered based on their qualifications and capabilities. The result of this synopsis is included in Paragraph 10 hereof. These intentions were based on NASA GSFC's technical personnel's knowledge of market conditions and capabilities at this time. There is no known company that has the ability to become immediately capable to perform the requirement without impact to the ongoing support of the operational system. It is essential to the project's success that there is no impact to the ongoing support. In order to acquire the requisite knowledge, the contractor will be required to coordinate and integrate task related activities with the Earth Science Data and Information System project, the DAACs, the science investigator teams, the user community, the IV&V contractor, as well as other EOS contractors. Further formal market research was not conducted for this contract action as a competition for the follow-on is in process.

9. Other facts supporting the use of other than full and open competition:

Raytheon has demonstrated the ability to successfully perform under the current contract. Since these functions are to be continued for the proposed bridge contract, detailed knowledge of the existing EED contract greatly aids the contractor's ability to effectively and efficiently manage the tasks during the bridge contract. A duplication of engineering costs would occur because the new contractor would need to review the software and documentation of the existing systems in order to perform the required services.

The startup costs associated with the transition, staffing, and training for a large and complex hardware and software system, and outfitting a facility to house the system for an 18-month effort is not economically efficient for a contractor. It is unlikely that these costs would be recovered in a competition.

Furthermore, it is anticipated that an award to any other source for this bridge contract would result in unacceptable delays in fulfilling NASA GSFC's requirements.

10. Sources, if any, that expressed an interest, in writing, in the acquisition:

A synopsis was posted to NAIS on December 24, 2008. Interested companies were to submit capability statements no later than 3:00 pm on January 8, 2009. To date, no capability statements were received for performance of the required services.

11. The actions the Agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required:

The follow-on EED contract will be a full and open competition with a 5 year period of performance. This bridge contract is only for the period of time between the end of the EMD contract and the award and transition to the new EED contractor. Currently, it is estimated tasks under this bridge contract could run up to 18 months, including the potential 3-month transition period for a non-incumbent follow-on contractor selection.

There are no barriers to competition for these services at the end of this bridge contract. The follow-on competition is currently being finalized and will be the successor to this bridge contract. Therefore, this action will have no effect on future actions and no further action is required to remove barriers to future competitions.